

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawaii 96813

December 9, 2010

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

(Kauai)

Consent to Assign General Lease No. SP-0166, Norman
Nitta, Assignor, to Ivan I. Nitta and Val S. Nitta,
Assignee

APPLICANT:

Norman Nitta, Assignor, to Ivan I. Nitta and Val S.
Nitta, Assignee.

LEGAL REFERENCE:

Section 171-36(a)(5), Hawaii Revised Statutes, as amended.

LOCATION:

Lot 33, Waimea (Kona), Kauai, Tax Map Key: (4)1-4-002:008,
as shown on the attached map labeled Exhibit A.

AREA:

.85 acres, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State
Constitution: YES _____ NO X

CHARACTER OF USE:

Recreation - residence.

TERM OF LEASE:

20 years, commencing January 1, 2009, and expiring on December 31, 2029. There is one rental reopening scheduled after ten years.

ANNUAL RENTAL:

\$4000.00.

CONSIDERATION:

\$10.00.

RECOMMENDED PREMIUM:

None.

DCCA VERIFICATION:

N/A because all persons involved are individuals and not required to register with DCCA.

APPLICANT REQUIREMENTS:

Applicant/assignee shall prepare and submit fully executed assignment of lease.

REMARKS:

Norman Nitta held the previous lease covering the property.

Act 223 (2008) and board action directed staff to negotiate new leases with existing permit holders so the new lease was issued to Norman Nitta who now wishes to assign to Ivan I. Nitta and Val S. Nitta.

Lessee is in compliance with all lease terms and conditions. There have been no prior defaults.

Assignee has not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

Rent re-opening is not scheduled until after the first ten years of the lease. There are no outstanding rental reopening issues.


No comments have been received from any agency or the community.

RECOMMENDATION:

That the Board consent to the assignment of General Lease No. SP-0166 from Norman Nitta, Assignor, to Ivan I. Nitta and Val S. Nitta, Assignee, subject to the following:

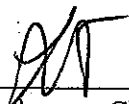
1. No premium to be charged;
2. The standard terms and conditions of the most current consent to assignment form, as may be amended from time to time;
3. Review and approval by the Department of the Attorney General; and
4. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



Daniel S. Quinn
State Parks Administrator

APPROVED FOR SUBMITTAL:



Laura H. Thielen, Chairperson

Norman Nitta
3794 Kikee Road
Kalaheo, Hi 96741

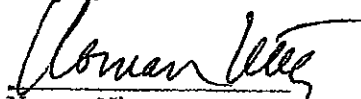
Daniel Quinn, State Parks Administrator
Department of Land and Natural Resources
State Parks Division
Post Office Box 621
Honolulu, Hawaii 96809

Re: Kokee Cabin General Lease No. SP-0166 for Lot #33

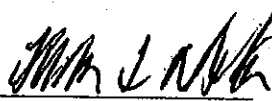
Dear Mr. Quinn:

Norman Nitta would like to assign interest for the above mentioned lease to Ivan I. Nitta and Val S. Nitta. No monies is being considered and the new lessees agree to assume all obligations pursuant to the lease.

Sincerely,



Norman Nitta
3794 Kikee Road
Kalaheo, Hi 96741



Ivan I. Nitta
114 Kahiko Street
Kapaa, Hi 96746



Val S. Nitta
P. O. Box 623
Kekaha, Hi 96752

DEPT OF LAND -
NATURAL RESOURCES

09 OCT 13 AM 41

RECEIVED
STATE PARKS DIV

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return by: (X) Mail () Pickup
BELLES GRAHAM PROUDFOOT & WILSON (LAN)
4334 RICE STREET SUITE 202
LIHUE KAUAI HI 96766
PHONE: (808) 246-6962

This document contains 5 pages.

TYPE OF DOCUMENT:

ASSIGNMENT OF GENERAL LEASE NO. SP-0166

PARTIES TO DOCUMENT:

ASSIGNOR: NORMAN NITTA
3794 Kikee Road
Kalaheo, Kauai, Hawaii 96741

ASSIGNEE: IVAN I. NITTA, husband of Grace Y. Nitta
114 Kahiko Street
Kapaa, Kauai, Hawaii 96746

VAL S. NITTA, unmarried
P. O. Box 623
Kekaha, Kauai, Hawaii 96752

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NOV -5 P2:36

TAX MAP KEY FOR PROPERTY:

(4) 1-4-002:008

ASSIGNMENT OF GENERAL LEASE NO. SP-0166

THIS ASSIGNMENT OF GENERAL LEASE NO. SP-0166 is made this 8th day of September, 2010, by and between NORMAN NITTA, whose mailing address is 3794 Kikee Road, Kalaheo, Kauai, Hawaii 96741, hereinafter called the "Assignor", and IVAN I. NITTA, husband of Grace Y. Nitta, whose mailing address is 114 Kahiko Street, Kapaa, Kauai, Hawaii 96746 and VAL S. NITTA, unmarried, whose mailing address is Kekaha, Kauai, Hawaii 96752, hereinafter collectively called the "Assignee",

W I T N E S S E T H:

WHEREAS, General Lease No. SP-0166 dated January 6, 2009, was made and entered into by and between Norman Nitta, as Lessee, and the State of Hawaii, as Lessor, for the lease of those certain premises identified as Lot 33, Waimea (Kona), Kauai, Hawaii, Tax Key No. (4) 1-4-002:008, containing an area of .85 acre, more or less, hereinafter "Lease"; and

WHEREAS, Norman Nitta, as Lessee under the aforesaid Lease, wishes to sell, assign, transfer, set over and deliver unto Assignee the aforesaid Lease,

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, and of the covenants and agreements of the Assignee hereinafter contained on its part to be faithfully kept and performed, the Assignor does hereby sell, assign, transfer, set over and deliver unto the Assignee, and their successors and assigns, all of the Assignor's right, title and interest in and to that certain General Lease No. SP-0166 dated January 6, 2009, by and between the State of Hawaii, by its Board of Land and Natural Resources ("Land Board"), as Grantor, and the Assignor, as Grantee, for the lease of all of that certain parcel of land, being Lot 33, Waimea (Kona), Kauai, Hawaii, Tax Key No.: (4) 1-4-002:008 containing an area of .85 acre, more or less.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith unto said Assignee, as joint tenants with full rights of survivorship, their heirs and assigns.

SUBJECT, HOWEVER, to the observance and performance by the Assignee of all of the covenants contained in the said General Lease No. SP-0166, which, according to the terms thereof, are or ought to be observed and performed by the Lessee named therein.

The Assignor does hereby covenant and agree to and with the Assignee as follows: that the Assignor is the lawful owner of said General Lease No. SP-0166; that the same is in full force and effect and not in default; that the Assignor has good right to sell and assign the said General Lease No. SP-0166, subject to the consent and approval of the Land Board; that the

Assignor will warrant and defend the same to the Assignee against the lawful claims and demands of all persons.

The Assignee does hereby promise, covenant and agree to and with the Assignor and to and with the State of Hawaii, by its Board of Land and Natural Resources, in consideration of its consent to the foregoing Assignment, that the Assignee will faithfully observe and perform all of the covenants and conditions contained in the said General Lease No. SP-0166 which are or ought to be observed and performed by the Lessee named therein and will at all times hereafter indemnify and hold the Assignor harmless from and against the non-payment of rents and the non-observance of the covenants and conditions contained in the said General Lease No. SP-0166.

This Assignment of General Lease No. SP-0166 may be executed in counterparts. Each counterpart shall be executed by one or more of the parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed these presents as of the day and year first above written.

ASSIGNOR:

NORMAN NITTA

ASSIGNEE:

IVAN I. NITTA

VAL S. NITTA

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this _____ day of _____, 20_____, before me appeared NORMAN NITTA, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing ASSIGNMENT OF GENERAL LEASE NO. SP-0166 dated _____, 20_____, which document consists of _____ page(s), as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Name of Notary:
Notary Public, Fifth Judicial Circuit,
State of Hawaii.

My commission expires: _____

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this _____ day of _____, 20_____, before me appeared IVAN I. NITTA, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing ASSIGNMENT OF GENERAL LEASE NO. SP-0166 dated _____, 20_____, which document consists of _____ page(s), as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Name of Notary:
Notary Public, Fifth Judicial Circuit,
State of Hawaii.

My commission expires: _____

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this _____ day of _____, 20_____, before me appeared VAL S. NITTA, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing ASSIGNMENT OF GENERAL LEASE NO. SP-0166 dated _____, 20_____, which document consists of _____ page(s), as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Name of Notary:
Notary Public, Fifth Judicial Circuit,
State of Hawaii.

My commission expires: _____